



TERMS & CONDITIONS

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IMPORTANT INFORMATION REGARDING YOUR APPLICATION

- The information in this application is accurate through 08/31/2007. This information may have changed after that date. To find out about any changes, please call us at 800-628-2244.

Annual Fee	Late Payment Fee
The annual fee of \$125 for your Basic Card and \$45 per Additional Business Gold Rewards Card is waived for the first year of your membership. There is no annual fee for Additional Business Green Cards. [†]	Varies from state to state, from zero to the greater of \$35 or 2.99% of delinquent balance.
All charges made on this Charge Card are due and payable when you receive your billing statement.	

[†] The first year annual fee is waived for new Card applicants only. If you transfer an existing account to Business Gold Rewards, you are not eligible for the first year fee waiver.

- **Patriot Act Notice:** Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Our Agreement

- By submitting this application, I as the Authorizing Officer designated herein and the Company (a) request that you open an account in the name of the Company, (b) request that Card(s) be issued on that account as indicated on this application and other applications, (c) understand that you will renew and replace the Card(s) until I cancel, (d) agree to be liable for all charges to the Card account made by all Cards issued on the account now or in the future, (e) agree to be bound by the agreement governing the account, and, (f) REPRESENT THAT THE CARDS WILL BE USED FOR COMMERCIAL OR BUSINESS PURPOSES. I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class or similar proceeding. I understand that the agreement governing the account also provides, among other things, that the account terms, such as fees, are subject to change. I understand that the account may not be issued to me if this form is altered, the information on it is not complete, accurate or verifiable, I do not meet applicable criteria bearing on my creditworthiness, or I have responded to another prescreened offer within the last 90 days or have been approved for another product from you. I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

- **Express Cash**

By accepting the Card, I am also requesting to be considered for your Express Cash ATM program. The Express Cash terms and conditions, including fees, will be printed on the Card Agreement. If I am approved for this program, you will issue me a Personal Identification Number (PIN).

- **Membership Rewards:** The Membership Rewards® program ("Program") annual fee is \$40, except as otherwise provided below. There is no annual Program fee for the Preferred Rewards Green Card, Preferred Rewards Gold Card, Rewards Plus Gold Card, Centurion® Card, Platinum Card®, Corporate Platinum Card, Business Membership Rewards Card, Business Platinum Card, Business Centurion Card, Fidelity American Express Platinum Card, Business Green Rewards and Business Gold Reward Card members. The annual Program fee is \$75 for Corporate Card members who enroll only their Corporate Card in the Program or for Corporate Cards with a Lending Card linked to the Program account. Linkage fees may apply if you have a Corporate Card or Small Business Card linked to your Program account. Some American Express Cards are not eligible for enrollment in the Program. For more information or to enroll in the Program, visit our website at open.americanexpress.com/rewards or call 800-AXP-EARN (297-3276). Participating partners and available rewards are subject to change.

- **Bonus points:** To be eligible to earn bonus points you must be enrolled in the Membership Rewards® program at the time of purchase and charge your purchases to an eligible, enrolled American Express® Card. Apply for the Business Gold Rewards Card and make a purchase by 12/31/07. Upon the Basic Cardmember's first purchase, a one time bonus of 25,000 points can be earned toward the Basic Business Gold Rewards Cardmember's Membership Rewards® account and may appear as separate credits of 5,000 and 20,000 bonus points. The maximum 25,000 bonus points are available to first-time Basic Business Gold Rewards Cardmembers only; they are not available if you transfer an existing account. Welcome bonus points will be credited to your Membership Rewards account 6 to 8 weeks after your first purchase appears on your monthly billing statement. The bonus 25,000 Membership Rewards points may be redeemed for one domestic round-trip airline ticket. Cardmembers transferring points to participating domestic airlines will be charged a fee of \$.0005 per point, up to \$75. This charge is to offset the excise taxes American Express currently pays to the government on such transactions. Bonus IDs: 9238 and 2329.

The following are not eligible to earn Membership Rewards points: Savings, Cash Advance Services, and Balance Transfers; Privileged Assets(R) and Express Cash; AMEX Travelers Cheque and AMEX Gift Cheque Purchases; Cash Advances; Fees and Interest; Charges for Dishonored Checks; Finance Charges - including Line of Credit Finance Charges, Sign & Travel Account Finance Charges, Extended Payment Option Finance Charges, BusinessFlex Finance Charges and Eligible Optima Card Finance Charges; Delinquency Charges; Bulk Mail Charges with the U.S. Postal Service; Program Annual Fees and Program Migration Fees; Card account annual fees; fees for enrollment-based Card services

No pre-set spending limit — The American Express Card has no preset spending limit, giving you purchasing power that adjusts with your use of the card. No preset spending limit does not mean unlimited spending. Your purchases are approved based on a variety of factors including spending patterns, your payment history, your credit history, and financial resources known to us

- **Car Rental Loss and Damage Insurance**

covers you for theft of, or damage to, most Rental Autos for the first 30 days of rental if rented from a commercial car rental company. Simply use your eligible Card to reserve, pick up, and pay

for an auto rental and decline the Rental Company's full collision damage waiver (or similar option). The coverage is in excess of your other insurance and is only available for Rental Autos rented in the United States, its territories and possessions. See the Description of Coverage or call 1-800-338-1670 for full details. Coverage is subject to the terms, conditions and exclusions of Policy AX0925 underwritten by AMEX Assurance Company, Admin. Office, Green Bay, WI. Certain vehicles are not covered and other significant exclusions apply.

- **Return Protection**

Purchases must be made in the United States and charged in full on your Card. A Refund will not be paid if, on the date we receive your Return Protection Request, any amount on your Card Account is past due for one or more billing cycle(s) or your Card is cancelled. Refunds are limited to \$300 per designated item, and \$1,000 annually per Cardmember Account. The item must be in "like new" condition (not visibly used or worn) and working in order to be eligible. An item is eligible if it may not be returned by the Cardmember to the store from which it was originally purchased. Any item purchased from a store that has an established return/satisfaction guarantee program which is greater than or equal to the terms of Return Protection, and provides coverage for claim, will not be eligible for a Return Protection Refund.

Items not eligible for a refund are: animals and living plants; one-of-a-kind items (including antiques, artwork, and furs); limited edition items; going-out-of-business sale items; consumable or perishable items with limited life spans (such as perfume, light bulbs, non-rechargeable batteries); jewelry and precious stones; services and additional costs (such as installation charges, warranties, shipping, or memberships); rare and precious coins; used, rebuilt and refurbished items; custom-built items, cellular phones; pagers; compact discs; digital video discs; mini discs; audiotapes; videotapes; computer software; firmware (such as console games, Nintendo, etc.); maps; books of any kind; health care items (such as blood pressure machines and diabetes equipment); formal wear; tickets of any kind; motorized vehicles (such as cars, trucks, motorcycles, boats, airplanes, or riding lawn mowers) and their parts; land and buildings; firearms; negotiable instruments (such as promissory notes, stamps and travelers checks); cash and its equivalent; and items permanently affixed to home, office, vehicles, etc. (such as garage door openers, car alarms).

If you have any questions regarding a Return Protection Request or the Return Protection program, please call our Customer Service Department at 800-297-8019.

- **Purchase Protection Plan Policy**

is underwritten by AMEX Assurance Company, Administrative Office, Green Bay, WI. Coverage is subject to the terms, conditions, and exclusions of Policy AX0951.

- **Travel Accident Insurance Policy**

is underwritten by AMEX Assurance Company, Administrative Office, Green Bay, WI. Coverage is subject to the terms, conditions, and exclusions of Policy AX0948. See Description of Coverage for complete details.

- **Travel Services Locations**

Not all services are available at all locations. Services are subject to local laws and cash availability.

- **OPEN Savings®**

Payment must be made with an American Express® Business Card at the time of purchase. Savings will be credited to your American Express Business Card billing statement. All savings referenced are in addition to any offers made by participating companies. Participation and offers

are subject to change without notice. Terms and conditions apply. For more information, please visit opensavings.com.

• **ExpensAble**

Valid only directly through ExpensAble.

• **FedEx®**

The OPEN Savings discount applies to FedEx Priority Overnight®, FedEx Standard Overnight®, FedEx 2Day®, FedEx Express Saver®, FedEx 1Day Freight®, FedEx 2Day Freight®, FedEx 3Day Freight®, FedEx International Priority®, FedEx Ground® and FedEx Home Delivery shipments services. Discounted Services do not include Easy Packaging from FedEx, or International Duties and Taxes. The maximum annual discount available is \$1000. Discount not available on FedEx shipments originating from Kinko's® locations unless the method of payment is a FedEx account linked to an American Express® Business Card.

• **Delta**

Valid on tickets purchased directly from Delta Air Lines by visiting delta.com, calling 1-800-221-1212, or at your nearest Delta ticket counter. Savings do not apply to tickets purchased through a third party. All American Express® Business Cards accounts receive 3% savings on Delta flight purchases. Delta SkyMiles® Business Credit Card accounts receive an extra 2% savings, for a total of 5% savings. The 3% and 2% savings will appear as separate statement credits on Delta SkyMiles Business Credit Card accounts within 8-10 weeks of the original purchase. There are no limits on the number or amount of discounts on Delta ticket purchases under the OPEN Savings program.

• **JetBlue**

Valid on flights purchased directly from JetBlue by phone (1-800-JETBLUE), online (www.jetblue.com), or at the ticket counter. Savings do not apply to Getaways vacation packages, gift cards/certificates, or to flights purchased through a third party. All American Express® Business Cards accounts receive 3% savings on JetBlue flight purchases with a maximum annual savings of \$1,000 per Card account. JetBlue Business Card® accounts receive an extra 2% savings, for a total of 5% savings with a maximum annual savings of \$2,000 per Card account. The 3% and 2% savings will appear as separate statement credits on JetBlue Business Card accounts within 8-10 weeks of the original purchase.

• **Hertz®**

Valid only at U.S. participating locations.

• **1-800-FLOWERS.COM®**

Valid on all U.S. purchases – online, in store or by telephone.

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Annual Fees	Late Payment Fees
\$395 Basic Card	Varies from state to state from zero to the greater of \$35 or 2.99% of the delinquent balance.
\$200 Additional Business Platinum Card	
\$200 Additional Executive Business Card	
\$35 Additional Gold Card	

All charges on this Charge Card are due and payable when you receive your billing statement.

- **Patriot Act Notice:** Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Terms and Conditions

- By submitting this application, I as the Authorizing Officer designated herein and the Company (a) request that you open an account in the name of the Company, (b) request that Card(s) be issued on that account as indicated on this application and other applications, (c) understand that you will renew and replace the Card(s) until I cancel, (d) agree to be liable for all charges to the Card Account made by all Cards issued on the account now or in the future, (e) agree to be bound by the agreement governing the account, and, (f) **REPRESENT THAT THE CARDS WILL BE USED FOR COMMERCIAL OR BUSINESS PURPOSES.** I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding. I understand that the agreement governing the account also provides, among other things, that the account terms, such as fees, are subject to change. I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a

report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by nonpayment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an unsatisfactory account with American Express.

I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time.

The Business Platinum Card® from American Express is issued by American Express Bank, FSB. All rights reserved.

- **NO PRE-SET SPENDING LIMIT**

The Business Platinum Card® from American Express Card has no pre-set spending limit which gives you purchasing power that adjusts with your use of the Card. No pre-set spending limit does not mean unlimited spending. Your purchases are approved based on a variety of factors, including current spending patterns, your payment history, credit record, and financial resources known to us.

Additional Benefits, Services and Other Information:

- **DOMESTIC COMPANION AIRFARE PROGRAM**

To be eligible for the Domestic Companion Airfare Program, you must be an active U.S. American Express Business Platinum Card® member. In addition, one of the travelers must be 18 years of age or older. Complimentary ticket must have the same itinerary with departure and return on the same flights as the paid ticket, and is subject to all government fees, taxes, charges. During each calendar year, the Card member may purchase up to four domestic adult round-trip fares subject to the terms and conditions in this offer and receive one complimentary domestic companion fare for each such eligible adult roundtrip fare, published before taxes, passenger facility charges (on any of six major U.S. Carriers) of not less than \$299.00 between most major airports within the continental United States; and \$899.00 between most major airports and Honolulu, Hawaii or Anchorage, Alaska. Fares lower than \$299.00 and \$899.00, respectively, do not qualify for this offer. Fares between the following airports and Honolulu, Hawaii only shall have a minimum fare requirement of \$699.00: LAX, LAS, PHX, SEA, SFO. Qualifying fares must be purchased with an American Express Card as specified above through Airlines Promotions South (API). Companion travel award limited to domestic coach class round-trip fares only. Tickets are non-refundable, non-transferable and non-endorsable and will not be replaced if expired, lost, stolen, or destroyed. Reservations require a minimum seven (7) day advance purchase and a Saturday or two-night stay at your destination. Airline participation varies from market to market and is based on availability. Code share flights are not eligible. This travel award may not be combined with or applied to other offers. Frequent flyer mileage accrual may not be applicable. Schedules, terms, points of service and fares are subject to change without notice. Seasonal and holiday blackouts may apply and availability may be limited during certain peak times to certain destinations.

This offer is issued by API who is responsible for its fulfillment. Information provided by American Express about you enables API, our trusted partner, to recognize you as an active Card member. THIS TRAVEL AWARD IS NOT VALID WHERE PROHIBITED BY LAW. All federal, state, and local laws apply. CST 2056143-40 Registration as a seller of travel does not constitute approval by the State of California. Additional terms and conditions apply.

- **Platinum Office Program**

Activation with Regus required. This benefit is subject to Regus' and each service provider's terms and conditions.

- **AIRPORT CLUB ACCESS**

The Business Platinum Card® member must be traveling. Name on ticket must match name on the Business Platinum Card. The Business Platinum Card member must be 18 years of age for American Airlines Admirals Club® Lounges and 21 years of age to enter into all other Airport Club Lounges without a parent or guardian. The Business Platinum Card member's spouse and children under the age of 21 or up to two companions may enter the club as complimentary guests. Code-share and affiliated lounge agreements do not apply. Special industry reduced revenue tickets are not eligible with Delta and American Airlines. The Business Platinum Card member must present his or her valid Card, government-issued I.D., and airline ticket to club agents. Complimentary access is specifically for the airport club that corresponds to the airline operating the flight (access pertains to the aircraft, not the flight number) except with respect to American Airlines marketed code share flights with an American Airlines flight number which are also eligible for complimentary access to the lounge. Note that amenities may vary among airport club locations. Meeting rooms may be reserved for a nominal fee. Card members must adhere to all house rules of participating clubs. For a list of participating airport club locations, call 800-492-8468. Partners and locations subject to change.

- **Business Platinum Card Concierge**

There is typically no cost to you for most efforts Concierge consultants perform on your behalf, although you are responsible for any purchases and/or shipping charges you authorize. Fees may apply for meetings and event planning.

- **FINE HOTELS AND RESORTS**

In order to receive FH&R program amenities and rates, reservations must be made through Business Platinum Travel. Payment must be made with an American Express Card in the Business Platinum Card member's name. Room upgrade upon arrival is based on availability. One special program amenity per room, per stay. Special amenity restrictions vary by hotel and cannot be redeemed for cash. FH&R program participants and amenities subject to change without notice. Must reserve FH&R negotiated rates and room categories in order to receive amenities. American Express acts solely as sales agent for travel suppliers and is not liable for the acts or inactions of such suppliers. CST# 1022318-10, Washington UBI# 600-469-694 ML-1192, TA-002 Registered Iowa Travel Agency, NV# 2001-0126.

- **Platinum Dining Reservations**

All cancellations must be made by calling at least 24 hours in advance of your reservation, otherwise you will be subject to a cancellation fee of \$15 per person (minimum of \$60, maximum of \$120).

- **By Invitation Only:**

Transportation and accommodation costs are additional unless otherwise stated. The price indicated covers event costs only. All sales are final and non-refundable and resale is

prohibited. Payment must be made using a Business Platinum Card from American Express. Details and prices are subject to change. Packages are available on a first-come first-served basis. Availability is limited.

• **The *Membership Rewards*® Program**

The *Membership Rewards* program ("Program") annual fee is \$40, except as otherwise provided below. There is no annual Program fee for the Preferred Rewards Green Card, Preferred Rewards Gold Card, Rewards Plus Gold Card, Centurion® Card, Platinum Card®, Corporate Platinum Card, Business *Membership Rewards* Card, Business Platinum Card, Business Centurion Card, Fidelity American Express Platinum Card, Business Green Rewards and Business Gold Reward Card members. The annual Program fee is \$75 for Corporate Card members who enroll only their Corporate Card in the Program or for Corporate Cards with a Lending Card linked to the Program account. Linkage fees may apply if you have a Corporate Card or Small Business Card linked to your Program account. Some American Express Cards are not eligible for enrollment in the Program. For more information or to enroll in the Program, visit our website at open.americanexpress.com/rewards or call 800-AXP-EARN (297-3276). Participating partners and available rewards are subject to change.

• **OPEN Savings®**

Payment must be made with an American Express® Business Card at the time of purchase. Savings will be credited to your American Express Business Card billing statement. All savings referenced are in addition to any offers made by participating companies. Participation and offers are subject to change without notice. Terms and conditions apply. For more information, please visit opensavings.com.

• **Buyer's Assurance Plan Policy**

is underwritten by AMEX Assurance Company, Administrative Office, Green Bay, WI. Coverage is subject to the terms, conditions, and exclusions of Policy AX0953.

• **Return Protection**

- Designated (or eligible) item within 90 days from the date of purchase
- Purchased entirely with an eligible American Express® Card (or card product name)
- Up to \$300 per item
- Excludes shipping and handling
- Up to a maximum of \$1000 annually per Card account
- Coverage is subject to additional terms, conditions and exclusions.

• **Purchase Protection Plan**

Purchase Protection Plan is underwritten by AMEX Assurance Company, Administrative Office, Green Bay, WI. Coverage is determined by the terms, conditions, and exclusions of Policy AX0951 and is subject to change with notice. This document does not supplement or replace the Policy.

• **Travel Accident Insurance**

Travel Accident Insurance is underwritten by AMEX Assurance Company, Administrative Office, De Pere, WI. Coverage is determined by the terms, conditions, and exclusions of Policy AX0948 and is subject to change with notice. This document does not supplement or replace the Policy.

• **Travel Services Locations**

Not all services are available at all locations. Services are subject to local laws and cash availability.

• **ExpensAble**

Valid only directly through ExpensAble.

• **FedEx®**

The OPEN Savings discount applies to FedEx Priority Overnight®, FedEx Standard Overnight®, FedEx 2Day®, FedEx Express Saver®, FedEx 1Day Freight®, FedEx 2Day Freight®, FedEx 3Day Freight®, FedEx International Priority®, FedEx Ground® and FedEx Home Delivery shipments services. Discounted Services do not include Easy Packaging from FedEx, or International Duties and Taxes. The maximum annual discount available is \$1000. Discount not available on FedEx shipments originating from Kinko's® locations unless the method of payment is a FedEx account linked to an American Express® Business Card.

• **Delta**

Valid on tickets purchased directly from Delta Air Lines by visiting delta.com, calling 1-800-221-1212, or at your nearest Delta ticket counter. Savings do not apply to tickets purchased through a third party. All American Express® Business Cards accounts receive 3% savings on Delta flight purchases. Delta SkyMiles® Business Credit Card accounts receive an extra 2% savings, for a total of 5% savings. The 3% and 2% savings will appear as separate statement credits on Delta SkyMiles Business Credit Card accounts within 8-10 weeks of the original purchase. There are no limits on the number or amount of discounts on Delta ticket purchases under the OPEN Savings program.

• **JetBlue**

Valid on flights purchased directly from JetBlue by phone (1-800-JETBLUE), online (www.jetblue.com), or at the ticket counter. Savings do not apply to Getaways vacation packages, gift cards/certificates, or to flights purchased through a third party. All American Express® Business Cards accounts receive 3% savings on JetBlue flight purchases with a maximum annual savings of \$1,000 per Card account. JetBlue Business Card® accounts receive an extra 2% savings, for a total of 5% savings with a maximum annual savings of \$2,000 per Card account. The 3% and 2% savings will appear as separate statement credits on JetBlue Business Card accounts within 8-10 weeks of the original purchase.

• **Hertz®**

Valid only at U.S. participating locations.

• **1-800-FLOWERS.COM®**

Valid on all U.S. purchases - online, in store or by telephone.

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The Delta SkyMiles® Credit Card

IMPORTANT INFORMATION REGARDING YOUR APPLICATION

The information in this application is accurate through 8/15/2007. This information may have changed after that date. To find out about any changes, please call us at 1-800-223-2670.

Annual Percentage Rate (APR) for Purchases	Other APRs	Variable Rate Information	Grace Period for repayment of the balance for Purchases	Method of computing the balance for Purchases	Annual Fee	Minimum Finance Charge
The APR for Purchases is 18.24% .	Balance Transfer APR: a fixed rate of 9.99% for the life of the balance (until the balance is completely paid off), on Balance Transfer requests submitted with this application. Then 18.24%. Cash Advance APR: 23.24%. APR of 21.24% for defaulted accounts and 30.24% for seriously defaulted accounts.*	Your APR may vary. The APR for Purchases, future Balance Transfers and Cash Advances is determined monthly by adding 9.99%, 9.99% and 14.99% respectively to the Prime Rate. The APR for defaulted and seriously defaulted accounts is determined monthly by adding 12.99% and 21.99%, respectively, to the Prime Rate.**	20 days for purchases, if the previous balance shown on each billing statement is paid in full by each respective due date.	Average daily balance (including new purchases).	\$55 (No annual fee provided you maintain a qualified American Express Consumer Charge Card account in your name).	\$0.50

Other Fees: Late Payment Fee: Subject to applicable law, \$19 on balances less than \$400 and \$38 on balances \$400 or greater. Overlimit Fee: \$35, subject to applicable law. Fee for Cash Advances: 3% of each transaction, \$5.00 minimum and no maximum. Fee for Balance Transfers: There is no balance transfer transaction fee for balance transfers submitted with this application. However, future balance transfers may incur a fee as disclosed at the time of the applicable offer or transaction. The minimum income required to qualify for the "Card" is \$20,000. If you are an existing American Express Cardmember there is no minimum income requirement to qualify for the "Card".

All references of "Card" on this page refer to "The Delta SkyMiles® Credit Card."

The \$55 fee for the "Card" will be waived annually provided you maintain a qualified American Express Consumer Charge Card account in your name. Qualified accounts include but are not limited to the Personal Card, the Gold Card, the Platinum Card®. Otherwise the annual fee is \$55.

* Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid one time, or seriously in default if minimum payments are not timely paid two or more times, your account is overlimit three or more times, or your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If your account is in default, you will be assessed a variable APR of Prime Rate plus [12.99]% for all balances excluding cash advances, or if seriously defaulted, a variable APR of the Prime Rate plus [21.99]% for all balances. If any Default APR is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period (unless a higher APR is triggered.) The introductory APRs and any other promotional rates will terminate if any minimum payment is not timely paid or upon any condition that causes a default rate to apply to your account and the applicable default APR will apply. We may apply payments and credits first to your balances with lower APRs (including balances with promotional APRs) before balances with higher APRs. This will result in the lower APR balances being paid before the higher APR balances.

** The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the first day of that billing period or two days prior to the closing date of that billing period, whichever is higher. For either of those days that is not a customary publication day for *The Wall Street Journal* we will substitute the closest preceding customary publication day. Variable APRs are accurate through 8/15/2007.

The terms of your account, including APRs, are subject to change. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. We may change the terms (including APRs) at any time for any reason, in addition to APR increases for failure to comply with the terms of your account. Any changes will be in accordance with your Cardmember Agreement. The information in this application is accurate through 8/15/2007.

Residents of Puerto Rico are not eligible for this offer.

TERMS AND CONDITIONS

By sending this application, I ask that a "Card" account be opened in my name and "Card(s)" issued as I request, and that you renew and replace them until I cancel. If I currently have an American Express Card Account, I understand that it will not be canceled unless I so request. I agree to be bound by the agreement governing my account. I agree to be liable for all charges on my account, including charges incurred with any Additional "Card(s)" issued on my account now or in the future. I understand that the Agreement governing the Account includes an arbitration provision, which impacts my opportunity to have claims related to the Account heard in court or resolved by a jury, and to participate in a class action or similar proceeding. I understand that the agreement governing the Account also provides, among other things, that the Account terms, such as fees, are subject to change. If this offer is pre-approved, I understand that my "Card" account may not be issued to me if this form is altered, the information on it is not complete, accurate, or verifiable, or I have responded to another pre-approved offer within the last 90 days or have been approved for another product from you.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me, including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time, to use information about me, including information from this application and from consumer reports, for marketing and to share with your affiliates and subsidiaries, unless I direct you not to share with your affiliates and subsidiaries certain credit information (other than transaction or

experience information) about me or any Additional "Card" applicant(s) by writing to you at: American Express; P.O. Box 7852; Ft. Lauderdale, FL 33329. (Please include your social security number and indicate if your request applies to any Additional "Card" applicants as well.)

Additional Cards: I have advised Additional "Card" applicant(s) that you may obtain, verify, exchange and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by non-payment of the account.

Express Cash: Your Card may be enrolled in the Express Cash feature, which provides access to cash advances, up to your cash advance limit, at participating ATMs. If your Card is enrolled, you will receive a letter that includes a system generated Personal Identification Number (PIN).

Information on Balance Transfer: If I have been offered and accepted an opportunity to transfer balances on credit cards to American Express Bank, FSB ("AEFSB"), I authorize AEFSB to forward payment on my behalf on the account(s) indicated in my application to the related account-issuing bank(s). I understand that I will be assessed finance charges, as stipulated in the Cardmember Agreements, at the time a check is issued to my current credit card institution. I certify that the account listed on my application is not in default, and I agree to maintain its current status at least until AEFSB has forwarded payment on my behalf. I agree to keep paying the current minimum payment the account until confirmation appears on my American Express Credit Card statement. I understand that transfers may take five to six weeks. I authorize AEFSB to verify the status and balance of such accounts, and understand that AEFSB may, at its discretion, deny a transfer request. I will agree that I continue to be liable to the account issuer pursuant to the respective credit agreement, and that I have met the transfer requirements listed on my application. I understand that AEFSB shall not be liable for any matters arising out of or related to such accounts or for incomplete or inaccurate information provided by me. Balance Transfer is restricted to Basic Cardmembers only. Additional Cardmembers may not request or authorize any Balance Transfers to the Basic Cardmember's American Express Credit Card account. We may apply payments and credits first to your balances with lower APRs (including balances with promotional APRs, such as balances transferred pursuant to this offer) before balances with higher APRs. This will result in the lower APR balances being paid before the higher APR balances.

I acknowledge that any benefit or service offered with the "Card" may be modified or terminated at any time.

Grace Period

No Finance Charges will be assessed for Purchases on any billing statement where the Previous Balance is zero or a credit balance or if you have paid the full New Balance if any, shown on the statements covering the two immediately preceding billing periods by their respective Payment Due Dates. There is no grace period for Cash Advances, Balance Transfers and certain promotional offers. The Payment Due Date will be no less than 20 days after the closing date of the billing statement.

Annual Fee

The annual fee is described above.

Calculation Of Daily Periodic Rate (DPR)

The DPR for charges each month depends on your adherence to the terms of this Agreement during the 12-month period ending with the Closing Date of the current billing period (the "Review Period").

The DPR for Purchases, Balance Transfers and Cash Advances is based on an Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances, which may be adjusted monthly. The APR for Purchases (and corresponding DPR) is 18.24% (0.0500%). The APR for Balance Transfers submitted with this application (and corresponding DPR) is 9.99% (0.0274%) for the life of the balance, then the standard APR for Purchases will apply. The APR for Cash Advances (and corresponding DPR) is 23.24% (0.0637%). The DPR for Purchases, Balance Transfers and Cash Advances for each billing period is 1/365th of the APR for Purchases, Balance Transfers and Cash Advances respectively in effect for that billing period, rounded to the nearest one ten-thousandth of a percentage point.

Notwithstanding the foregoing, the APR for all balances excluding Cash Advances will be a variable rate currently 21.24% with a DPR of 0.0582% if in any Review Period any portion of any Minimum Payment on your Account is not made by the Payment Due Date.

Notwithstanding the foregoing, the APR for all balances will be a variable rate currently 30.24% with a DPR of

0.0828% if in any Review Period (a) payment of your Minimum Amount Due is not credited to your Account by the Payment Due Date in any two billing periods, (b) you exceed the designated credit limit on your Account three or more times, (c) a payment on your Account is not honored by your bank or other financial institution, (d) you breach the terms of any other American Express Account, or (e) your Account is considered in default for any reason and/or is cancelled. Anytime you meet the default criteria, the default rate will be applied for a minimum of 12 consecutive billing periods beginning with the current billing period.

The Prime Rate is determined once with respect to each billing period. The Prime Rate for each billing period is the Prime Rate published in the Money Rates section (or successor section) of *The Wall Street Journal* on (a) the first day of that billing period or (b) the day that is two days prior to the Closing Date of that billing period, whichever is higher. In each case, if such a day is not a customary publication day for *The Wall Street Journal*, we will substitute the closest preceding day that is a customary publication day. If *The Wall Street Journal* ceases or suspends publication, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion. Any increase or decrease to an APR resulting from a change in the Prime Rate takes effect as of the first day of the billing period. An increase in the Prime Rate means that the variable APRs (and corresponding DPRs) applicable to your Account will increase and you may incur higher Finance Charges and may have a higher Minimum Amount Due.

Any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

Average Daily Balance Method For Calculation Of Finance Charges

We use the Average Daily Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different DPRs may be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the feature.* This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the DPR for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. All fees are included in the daily balance for Purchases, except fees associated with Cash Advances, which are included in the daily balance associated with the corresponding Cash Advance. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. The solicitation or other disclosure for any promotional offer will determine the terms of the promotional offer, including whether, after the expiration of any designated promotional period, such promotional balance will be included in the daily balance for Purchases or the daily balance for Cash Advances. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated. The minimum Finance Charge for any billing in which they are imposed is **\$0.50**.

Delinquency Fees

You will be assessed a Delinquency Fee if you fail to pay us at least the minimum amount due by the Payment Due Date shown on each billing statement. The Delinquency Fee will vary based on the amount of your previous balance. The previous balance that we use to determine the Delinquency Fee is the closing balance of your prior statement for which we did not receive timely payment of the minimum amount due:

Previous Balance - Delinquency Fee

Less than \$100 - \$15

\$100 to \$1000 - \$29

Greater than \$1000 - \$35

Fees

We may charge the following fees, subject to applicable law:

Checks

A fee of up to \$38 will be charged for any payment to your Account that is not honored for its full amount. Also, if you use the Card to cash a check at an American Express Travel Service Office or other authorized location and the check is not honored for its full amount, we may charge to your Account the portion of the check that was not honored and we may charge an amount not to exceed \$38.

Wire Transfers

If you initiate and are authorized to complete a wire transfer from your Optima Account, we may charge your Account a fee of \$15.

Copies of Statements

If you request a copy of any billing statement, we may charge your Account a fee of \$5 for each billing statement requested. We will not charge your Account for billing statements for the three months prior to the month of your request.

Stop Payment Orders

If you request us to stop payment on a check drawn on your Account, we may charge your Account a fee of \$29.

Over The Limit Fee

We may charge your Account a fee of \$35 in each billing period if a balance on your Account exceeds your credit limit. We may impose the fee even if we authorize or impose any Charges that cause your balance to exceed your credit limit.

Account Re-Opening Fee

If your account is considered in default for any reason and is cancelled, and you request reinstatement, we may charge your Account a re-opening fee of \$25 if such request is honored.

Check Usage/Balance Transfer Transaction Fee

We may assess a transaction fee for each Balance Transfer and each convenience check drawn on your Account, as disclosed in the applicable Promotional Offer, in the materials accompanying the convenience check, or at the time of the transaction. This fee is a **Finance Charge** and, if assessed, will be added to the same Purchase or Cash Advance balance as the convenience check transaction or Balance Transfer. For convenience checks made payable to cash or to you, a bank, brokerage or similar asset account, however, unless otherwise disclosed in the applicable Promotional Offer, in the materials accompanying the convenience check, or at the time of the transaction, there will be a transaction fee of 3%, with a minimum of \$5.

TO ACCOUNT HOLDERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the "Fair Credit Billing Act." NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT.

If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.

- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Special Rule For Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations to this right:

- a. you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b. the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Note For Ohio Residents

The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

An applicant, if married, may apply for a separate account.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

New York Residents may contact the New York Banking Department to obtain a comparative list of credit card rates,


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The Gold Delta SkyMiles® Credit Card

The information in this application is accurate through 8/15/2007. This information may have changed after that date. To find out about any changes, please call us at 1-800-223-2670.

IMPORTANT INFORMATION REGARDING YOUR APPLICATION / INITIAL DISCLOSURES

Annual Percentage Rate (APR) for Purchases	Other APRs	Variable Rate Information	Grace Period for repayment of the balance for Purchases	Method of computing the balance for Purchases	Annual Fee	Minimum Finance Charge
18.24% (0.0500% DPR).	Balance Transfer APR: 9.99% (0.0274%) for the life of the balance for balance transfer requests submitted on this application. Then, the Purchase APR will apply. Cash advance APR: 23.24% (0.0637% DPR). Default APRs (excluding cash	Your APR may vary. The APR for Purchases and future Balance Transfers is determined monthly by adding 9.99% to the Prime Rate. The APR for cash advances is determined monthly by adding 14.99% to the Prime Rate. The APR for defaulted and seriously defaulted accounts is	20 days for purchases, if the previous balance shown on each billing statement is paid in full by each respective due date.	Average daily balance (including new purchases).	First year fee-free, then \$85; \$30 if you are a qualified American Express Cardmember.***	\$0.50

advances): 21.24% (0.0582% DPR); for seriously defaulted accounts: 30.24% (0.0828% DPR). See explanation below.*	determined monthly by adding 12.99% and 21.99%, respectively, to the Prime Rate.**
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Other Fees: Late Payment Fee: Subject to applicable law, \$19 on balances less than \$400 and \$38 on balances \$400 or greater. Overlimit Fee: \$35, subject to applicable law. Balance transfer fee: There is no balance transfer transaction fee associated with this offer. However, future balance transfers may incur a fee as disclosed at the time of the applicable offer or transaction. This fee, if assessed, is a **Finance Charge**. Fee for Cash Advances: 3% of each transaction with \$5.00 minimum and no maximum. This fee is a **Finance Charge**. Dishonored Check Fee: \$38. Wire Transfer Fee: \$15. Stop Payment Order Fee: \$29. Statement Copy Fee: \$5.

* Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid one time, or seriously in default if minimum payments are not timely paid two or more times, your account is overlimit three or more times, or your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If a Default **APR** is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period (unless a higher **APR** is triggered). The introductory **APRs** and any other promotional rates will terminate upon your account being considered in default or seriously in default and the applicable Default **APR** will apply. We may apply payments and credits first to your balances with lower **APRs** (including balances with promotional **APRs**) before balances with higher **APRs**. This will result in the lower **APR** balances being paid before the higher **APR** balances.

** The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the first day of that billing period or two days prior to the closing date of that billing period, whichever is higher. For either of those days that is not a customary publication day for *The Wall Street Journal* we will substitute the closest preceding customary publication day. Variable **APRs** are accurate through 8/15/2007.

The terms of your account, including **APRs**, are subject to change. The **APRs** for this offer are not guaranteed; **APRs** may change to higher **APRs**, fixed **APRs** may change to variable **APRs**, or variable **APRs** may change to fixed **APRs**. We may change the terms (including **APRs**) at any time for any reason, in addition to **APR** increases for failure to comply with the terms of your account. Any changes will be in accordance with your Cardmember Agreement. The information in this application is accurate through 8/15/2007.

***First year fee-free, then the fee for this Card will be \$30 annually provided you maintain a qualified American Express Consumer Charge Card account in your name. Qualified accounts include but are not limited to the Personal Card, Gold Card and Platinum Card(R).

TO ACCOUNT HOLDERS IN THE U.S. AND ITS TERRITORIES. YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the "Fair Credit Billing Act." NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT: If you think your statement is wrong or if you need more information about a transaction on your statement, write us on a separate sheet of paper at the address for billing inquiries listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can also telephone us at the number indicated on the front of your billing statement, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Account bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE:

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your statement, you will not have to pay any Finance Charges related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amounts. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement, and we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct. **Special Rule For Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with the Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or service. There are two limitations to this right:

- a. you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- b. the purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

Calculation Of Daily Periodic Rate (DPR): The DPR for Purchases, Balance Transfers and Cash Advances is based on an Annual Percentage Rate (APR) for Purchases, Balance Transfers and Cash Advances, which may be adjusted monthly. Such **APRs** (and corresponding DPRs) for your account are provided in the attached Disclosure Box above. The DPR for Purchases, Balance Transfers and Cash Advances for each billing period is 1/365th of the **APR** for Purchases, Balance Transfers and Cash Advances in effect for that billing period. Any increase or decrease in any Daily Periodic Rate may increase or decrease the amount of your Minimum Amount Due. Any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement, unless notified otherwise.

Average Daily Balance Method For Calculation Of Finance Charges: We use the Average Daily Balance method to calculate Finance Charges on your Account. Under this method, we figure the Finance Charges on your Account by applying the DPR to the Average Daily Balance (as described below) for each feature of your Account (including current transactions). Different periodic rates may be used against the balances of different features of your Account. For example, different DPRs may be applied to separate features, such as Purchases, Cash Advances, and Balance Transfers. To get the Average Daily Balance for each feature, we (1) take the beginning balance for the feature each day (including unpaid Finance Charges from previous billing periods), (2) add any new transactions, debits, or fees, (3) subtract any payments or credits, and (4) make any appropriate adjustments. *For each day after the first day of the billing period, we also add an amount of interest equal to the previous day's daily balance multiplied by the DPR for the feature.* This gives us the daily balance for the feature for that day and the beginning balance for the feature for the next day. If this balance is negative, it is considered to be zero. Then, we add up all the daily balances for each feature for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for the feature. If you multiply the Average Daily Balance for each feature by the number of days in the billing period and the DPR for that feature, the result will be the Finance Charge assessed on that feature, except for variations caused by rounding. The total Finance Charge for the billing period is calculated by adding the Finance Charges assessed on all features of the Account. *This method of calculating the Average Daily Balance and Finance Charge results in daily compounding of Finance Charges.* We may use mathematical formulas which produce equivalent results to calculate the Average Daily Balance, Finance Charge, and related amounts. For example, we may utilize computer programs or other computational methods that are designed to produce mathematically equivalent results while using fewer and/or simpler computational steps than are described in this Agreement. At our discretion, we may exclude certain categories of debit transactions or fees from the calculation of the daily balances. Periodic Finance Charges begin to accrue for each transaction as of the date that transaction is added to the applicable daily balance. Unless we elect to use a later date, we add a Cash Advance, Balance Transfer, or Purchase to the daily balance for Cash Advances, Balance Transfers, or Purchases, as appropriate, as of the transaction date. Finance Charges are added to the outstanding balance at the end of the billing period for which Finance Charges are calculated.

New York Residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees and grace periods, by calling 1-800-518-8866.

TERMS AND CONDITIONS

By signing or returning this application, I ask that an account be opened in my name and Card(s) issued as I request, and that you renew and replace them until I cancel. I agree to be bound by the agreement governing my account. **I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by non-payment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an unsatisfactory account with American Express.

I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time.

This offer is not available to residents of Puerto Rico, Saipan, and the U.S. Virgin Islands.

Express Cash: Your Card may be enrolled in the Express Cash feature, which provides access to cash advances, up to your cash advance limit, at participating ATMs. If your Card is enrolled, you will receive a letter that includes a system generated Personal Identification Number (PIN).

An applicant, if married, may apply for a separate account.

Information on Balance Transfers. If I have been offered and accepted an opportunity to transfer balances on credit cards to American Express Bank, FSB ("AEFSB"), I authorize AEFSB to forward payment on my behalf on the account(s) indicated in my application to the related account-issuing bank(s). I understand that my American Express Credit Card account will be debited for the total approved transfer amount requested up to my available line of credit. If my request exceeds the available credit line or amount approved, the transfer request may be honored and processed in part for a lower amount than requested, or the transfer request may be declined. I understand that finance charges will begin to accrue at the time a check is issued to my current credit card institution. I certify that the account listed on my application is in good standing, and I agree to maintain its current status at least until AEFSB has forwarded payment on my behalf. I agree to keep paying the current minimum payment on the account until confirmation appears on my American Express Credit Card statement. I will be responsible for the account as long as it remains open and for closing the account if I choose. I understand that transfers may take five to six weeks. I authorize AEFSB to verify the status and balance of such accounts, and understand that AEFSB may, at its discretion, deny a transfer request for any reason in its sole discretion. Balance Transfers are restricted to Basic Cardmembers only. Additional Cardmembers may not request or authorize any Balance Transfers to the Basic Cardmember's American Express Credit Card account.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

Note For Ohio Residents: The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

SUMMARY OF THE ACCOUNT PROTECTORSM PROGRAM FROM AMERICAN EXPRESS

The Account Protector Program is an optional feature and is not required to obtain credit. For a monthly fee of 85¢ per \$100 of your month end account balance, some or all of your account balance will be cancelled if you experience one of the qualifying events while enrolled. If you become involuntarily unemployed, hospitalized, disabled, take a covered leave of absence, or experience one of the covered life events (marriage, purchase of new home, relocation of more than 150 miles, starting college, divorce, birth or adoption of child(ren), death of spouse, or call to active military duty),

we will cancel your minimum monthly payment as of the date of the event up to 24 months depending on the type and length of the qualifying event. You remain responsible for making payments when due on your account, including accumulated finance charges and fees, when the debt cancellation period ends. If you should die, your account balance up to \$10,000 as of the date of death will be cancelled. There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Account Protector Program. You may find a complete explanation of the eligibility requirements, conditions, and exclusions in sections 1-7 of the Account Protector Terms and Conditions which will be mailed to you upon enrollment. Not available in all states. The Account Protector Program may be cancelled by you or us at any time. You have 30 days from enrolling to cancel without cost by writing to P.O. Box 25183, Santa Ana, CA 92799-9503. This summary of the Account Protector Program is subject to the Account Protector Terms and Conditions, which you agree to be bound by if you enroll.

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The Platinum Delta SkyMiles® Credit Card

The information in this application is accurate through 8/15/2007. This information may have changed after that date. To find out about any changes, please call us at 1-800-223-2670.

IMPORTANT INFORMATION REGARDING YOUR APPLICATION / INITIAL DISCLOSURES

Annual Percentage Rate (APR) for Purchases	Other APRs	Variable Rate Information	Grace Period for repayment of the balance for Purchases	Method of computing the balance for Purchases	Annual Fee	Minimum Finance Charge
• 18.24%.	• Balance Transfer APR: 3.90% during the first 12 months of Cardmembership on balance transfer requests submitted on this application. Then 18.24%. Cash advance APR: 23.24%. Default APRs: 21.24% for defaulted accounts and 30.24% for seriously defaulted accounts. See explanation below.†	• Your APR may vary. The APR for purchases and future balance transfers (and after 12 months, balance transfer requests submitted on this application) is determined for each billing period by adding 9.99% to the Prime Rate. The APR for cash advances is determined	• 20 days for purchases, if the previous balance shown on each billing statement is paid in full by each respective due date.	• Average daily balance (including new purchases).	• \$135; \$80 if you are a qualified American Express Cardmember*	• \$0.50

for each billing period by adding 14.99% to the Prime Rate. The APR for defaulted and seriously defaulted accounts is determined for each billing period by adding 12.99% and 21.99%, respectively, to the Prime Rate. §

Other Fees. Late Payment Fee: Subject to applicable law, \$19 on balances less than \$400 and \$38 on balances \$400 or greater. Overlimit Fee: \$35, subject to applicable law. Balance transfer fee: There is no balance transfer transaction fee associated with this offer. However, future balance transfers may incur a fee as disclosed at the time of the applicable offer or transaction. Fee for Cash Advances: 3% of each transaction with \$5.00 minimum and no maximum.

† Your account is reviewed monthly and will be considered in default if minimum payments are not timely paid one time, or seriously in default if minimum payments are not timely paid two or more times, your account is overlimit three or more times, or your payment is returned by your bank or financial institution, in each case during any portion of the 12-month period ending with the Closing Date of the current billing period. If your account is in default, you will be assessed a variable APR of Prime Rate plus 12.99% for all balances excluding cash advances, or if seriously defaulted, a variable APR of the Prime Rate plus 21.99% for all balances. If any Default APR is applied, it will apply for a minimum of 12 consecutive billing periods beginning with the current billing period (unless a higher APR is triggered.) The introductory APRs and any other promotional rates will terminate upon your account being considered in default or seriously in default and the applicable Default APR will apply. We may apply payments and credits first to your balances with lower APRs (including balances with promotional APRs) before balances with higher APRs. This will result in the lower APR balances being paid before the higher APR balances.

§ The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the first day of that billing period or two days prior to the closing date of that billing period, whichever is higher. For either of those days that is not a customary publication day for *The Wall Street Journal* we will substitute the closest preceding customary publication day. Variable APRs are accurate through 8/15/2007.

The terms of your account, including APRs, are subject to change. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. We may change the terms (including APRs) at any time for any reason, in addition to APR increases for failure to comply with the terms of your account. Any changes will be in accordance with your Cardmember Agreement. The information in this application is accurate through 8/15/2007.

*The fee for this Card will be \$80 annually provided you maintain a qualified American Express Consumer Charge Card account in your name, otherwise the fee is \$135. Qualified accounts include but

are not limited to the Personal Card, Gold Card and Platinum Card®.

New York residents may contact the New York Banking Department to obtain a comparative list of credit card rates, fees, and grace periods by calling 1-800-518-8866.

Information on Balance Transfers. If I have been offered and accepted an opportunity to transfer balances on credit cards to American Express Bank, FSB ("AEFSB"), I authorize AEFSB to forward payment on my behalf on the account(s) indicated in my application to the related account-issuing bank(s). I understand that my American Express Credit Card account will be debited for the total approved transfer amount requested up to my available line of credit. If my request exceeds the available credit line or amount approved, the transfer request may be honored and processed in part for a lower amount than requested, or the transfer request may be declined. I understand that finance charges will begin to accrue at the time a check is issued to my current credit card institution. I also understand that I will receive the Cardmember Agreement prior to the processing of the balance transfer. I certify that the account listed on my application is in good standing, and I agree to maintain its current status at least until AEFSB has forwarded payment on my behalf. I agree to keep paying the current minimum payment on the account until confirmation appears on my American Express Credit Card statement. I will be responsible for the account as long as it remains open and for closing the account if I choose. I understand that transfers may take five to six weeks. I authorize AEFSB to verify the status and balance of such accounts, and understand that AEFSB may, at its discretion, deny a transfer request for any reason in its sole discretion. Balance Transfers are restricted to Basic Cardmembers only. Additional Cardmembers may not request or authorize any Balance Transfers to the Basic Cardmember's American Express Credit Card account.

TERMS AND CONDITIONS

By signing or returning this application, I ask that an account be opened in my name and Card(s) issued as I request, and that you renew and replace them until I cancel. I agree to be bound by the agreement governing my account. **I understand that the agreement governing the account includes an arbitration provision, which impacts my opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** I understand that the agreement governing the account also provides, among other things, that the account terms, including the APRs and fees, are subject to change. I agree to be liable for all charges to my account, including charges incurred with any Additional Card(s) issued on my account now or in the future.

I understand that I must provide all the information requested in this application and I certify that such information is accurate. I authorize you to verify the information on this application and to receive and exchange information about me including requesting reports from consumer reporting agencies. If I ask whether or not a consumer report was requested, you will tell me, and if you received a report, you will give me the name and address of the agency that furnished it. I authorize you and your affiliates and subsidiaries to contact these sources for information at any time and to use any information obtained about me for marketing and administrative purposes.

Only qualified individuals 18 or over may be approved for the Card.

Additional Cards: I have advised Additional Card applicant(s) that you may obtain, verify, exchange, and use information about them in the same manner as described above, that they may be responsible for payment of their own charges if I fail to pay them, and that their own credit records may be affected by non-payment of the account. I understand that Additional Card(s) will not be issued to me if I have an unsatisfactory account with American Express or if the Additional Card applicant(s) have ever had an unsatisfactory account with American Express. I acknowledge that any benefit or service offered with the Card may be modified or terminated at any time.

This offer is not available to residents of Puerto Rico, Saipan, and the U.S. Virgin Islands.

Express Cash: Your Card may be enrolled in the Express Cash feature, which provides access to cash advances, up to your cash advance limit, at participating ATMs. If your Card is enrolled,